

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

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7<sup>TH</sup> & ALLEN EQUITIES,

Plaintiff,

v.

CIVIL ACTION NO. 5:11-01567-JKG

HARTFORD CASUALTY INSURANCE  
COMPANY,

Defendant.

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**ORDER**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2012, upon consideration of Hartford Casualty Insurance Company's Motion in Limine to Trifurcate the Liability Aspect of Plaintiff's Breach of Contract and Declaratory Judgment Claims (Counts I and II) from the Damages Aspect of the Case and Its 42 Pa. C.S.A. § 8371 Claim (Count III) and any response thereto, it is hereby ORDERED that:

1. Count I and II are hereby bifurcated from Count III for the purposes of trial.
2. The liability aspect of Counts I and II are hereby bifurcated from the damages aspect of those counts.

BY THE COURT:

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J.

IN THE UNITED STATES DISTRICT COURT FOR THE  
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7<sup>TH</sup> & ALLEN EQUITIES,

Plaintiff,

v.

CIVIL ACTION NO. 5:11-01567-JKG

HARTFORD CASUALTY INSURANCE  
COMPANY,

Defendant.

---

**DEFENDANT HARTFORD CASUALTY INSURANCE COMPANY'S NOTICE OF  
MOTION IN LIMINE TO TRIFURCATE THE LIABILITY ASPECT OF PLAINTIFF'S  
BREACH OF CONTRACT AND DECLARATORY JUDGMENT CLAIMS (COUNTS I  
AND II) FROM THE DAMAGES ASPECT OF THE CASE AND ITS  
42 Pa. C.S.A. § 8371 CLAIM (COUNT III)**

Defendant, Hartford Casualty Insurance Company ("Hartford"), by its undersigned counsel, hereby moves to trifurcate the Liability Aspect of Plaintiff's Breach of Contract and Declaratory Judgment Claims (Counts I and II) from the Damages Aspect of the Case and Its 42 Pa. C.S.A. § 8371 Claim (Count III) and in support thereof incorporates herein its Brief in Support thereof as if set forth at length.

BUTLER PAPPAS WEIHMULLER KATZ CRAIG LLP

s/Thomas S. Coleman

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Dated: September 24, 2012

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

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7<sup>TH</sup> & ALLEN EQUITIES,

Plaintiff,

v.

CIVIL ACTION NO. 5:11-01567-JKG

HARTFORD CASUALTY INSURANCE  
COMPANY,

Defendant.

---

**DEFENDANT HARTFORD CASUALTY INSURANCE COMPANY'S BRIEF IN  
SUPPORT OF ITS MOTION IN LIMINE TO TRIFURCATE THE LIABILITY ASPECT  
OF PLAINTIFF'S BREACH OF CONTRACT AND DECLARATORY JUDGMENT  
CLAIMS (COUNTS I AND II) FROM THE DAMAGES ASPECT OF THE CASE AND  
ITS 42 Pa. C.S.A. § 8371 CLAIM (COUNT III)**

Defendant, Hartford Casualty Insurance Company ("Hartford"), by its undersigned counsel, hereby presents the following Brief in Support of its Motion in Limine to Trifurcate the Liability Aspect of Plaintiff's Breach of Contract and Declaratory Judgment Claims (Counts I and II) from the Damages Aspect of the Case and Its 42 Pa. C.S.A. § 8371 Claim (Count III).

Plaintiff sued Hartford for declaratory judgment, breach of contract and statutory bad faith. See Plaintiff's First Amended Complaint. Hartford hereby respectfully requests that the Court trifurcate the trial of this matter so that the breach of contract and declaratory judgment claims are heard independent of the damages and bad faith aspects of the case on the grounds as doing so will improve judicial economy (no issues of damages or bad faith need to be considered absent coverage) and protect against possible confusion of the jury and unfair prejudice to Hartford. Pa. R.C.P. 213. See also Pascale v. Hechinger Co. of Pa., 627 A.2d 750, 756 (Pa.Super. 1993) (bifurcation

of any separate issue may be ordered by the court on its own motion in the furtherance of convenience); Coleman v. Philadelphia Newspapers, Inc., 570 A.2d 552, 555 (Pa.Super. 1990) ("bifurcation is strongly encouraged and represents a reasonable exercise of discretion where the separation of issues facilitates the orderly presentation of evidence and judicial economy"). A Pennsylvania federal court has applied this rule to issue presented here. See Aetna Cas. & Sur. Co. v. Nationwide Mut. Ins. Co., 734 F. Supp. 204, 208 (W.D. Pa. 1989) (granting motion to bifurcate "because of substantial risk of prejudice to [insurer] from joining the coverage and bad faith issues"). See also Motorists Mut. Ins. Co. v. Glass, 996 S.W.2d 437 (Ky. 1997) (bifurcating breach of contract and bad faith claim).

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*Attorneys for Defendant, Hartford Casualty Insurance Company*

Dated: September 24, 2012

**CERTIFICATE OF SERVICE**

I, Thomas S. Coleman, hereby certify that, on this 24<sup>th</sup> day of September, 2012 a true and correct copy of Defendant's Motion in Limine to Trifurcate the Liability Aspect of Plaintiff's Breach of Contract and Declaratory Judgment Claims (Counts I and II) from the Damages Aspect of the Case and Its 42 Pa. C.S.A. § 8371 Claim (Count III) and Memorandum of Law in Support thereof has been served on the following counsel of record via the Court's Electronic filing system:

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